

MAY 23 1979

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In consideration of such loans and in full payment of the same, the undersigned, jointly and severally, and until all of such loans and interest thereon are paid in full, or until twenty years following the death of the last survivor of the undersigned, which ever first occurs, the undersigned, jointly and severally, promise and agree

1. To pay, prior to becoming delinquent, all taxes, assessments, dues and charges of every kind imposed or levied upon the real property described below; and
2. Without the prior written consent of Bank, to refrain from creating or permitting any lien or other encumbrance (other than those presently existing) to exist on, and from transferring, selling, assigning or in any manner disposing of, the real property described below, or any interest therein; and
3. Hereby assign, transfer and set over to Bank, its successors and assigns, all monies now due and hereafter becoming due to the undersigned, as rental, or otherwise, and likewise for or on account of that certain real property situated in the County of \_\_\_\_\_, State of South Carolina, described as follows:

All that piece, parcel or tract of land, situate, lying and being in the State of South Carolina, County of Greenville, Chick Springs Township, about one mile north from Chick Springs, and being shown and designated as property of J.I. Perry, according to plat prepared by Campbell & Clarkson on August 30, 1972, said plat being recorded in the R.M.C. Office for Greenville County in Plat Book SSS at page 581, and having the metes and bounds as shown thereon, containing 6.54 acres.

and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Bank, all rent and all other monies whatsoever and whenever becoming due to the undersigned, or any of them, and likewise for or on account of said real property, and hereby irrevocably appoint Bank, as attorney in fact, with full power and authority, in the name of the undersigned, or in its own name, to endorse and negotiate checks, drafts and other instruments received in payment of, and to receive, receipt for and to enforce payment, by suit or otherwise, of all said rents and sums; but agrees that Bank shall have no obligation so to do, or to perform or discharge any obligation, duty or liability of the undersigned in connection therewith.

4. That if default be made in the payment of any of the terms hereof, or if any of said rental or other sums be not paid to Bank when due, at its election, may declare the entire remaining unpaid principal and interest of any obligation or indebtedness then remaining unpaid to Bank to be due and payable forthwith.

5. That if the undersigned, or any of them, should be limited to cause this instrument to be recorded in the public records of the State of South Carolina, in his discretion, may elect.

6. That payment of all taxes, assessments, dues and charges imposed upon the undersigned to Bank this agreement shall be a condition precedent to the recording of this instrument, and shall apply to and bind the undersigned, its successors and assigns. The affidavit of any officer or other person who is required to be sworn to in order to record this instrument, and the recording of this instrument, shall be a condition precedent to the recording of this instrument, and the undersigned is authorized to rely thereon.

*Janice D. Stigman*      *James R. Roddy*  
*Vicki Green*      *Kay P. Roddy*  
Date: MAY 16, 1979 Greenville, SC

GCTN ----- MAY 23 79 933

County of Greenville      Vicki Green  
Personally appeared DON WATSON, who after being duly sworn, says that he saw the within named JANES R. + Kay P. Roddy sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Don Watson witnesses the execution thereof.  
(WITNESS)

Subscribed and sworn to before me  
this 16 day of MAY, 1979  
Janice D. Stigman  
Notary Public, State of South Carolina  
My Commission Expires \_\_\_\_\_

*Vicki Green*  
(WITNESS SIGN HERE)

RECORDED MAY 23 1979 3:13:15  
AT 12:30 P.M.

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